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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

WHEREAS, on August 27, 2015, plaintiff Prodigy Impex Ltd. (“Prodigy”) filed its Complaint initiating this action and alleging the following claims against defendants Alexander Goryachev (“Goryachev”) and Amazonbay LLC (“Amazonbay”) (“Goryachev and Amazonbay,

collectively, are "Defendants" and together with Prodigy, the "Parties"): (i) breach of contract; (ii) conversion; (iii) fraud; (iv) unfair business practices under California Business & Professions Code 17200 *et seq.*; (v) violation of UCC § 2-710 *et seq.*; (vi) negligent interference with economic advantage; (vii) unjust enrichment; and (viii) common count of money had and received;

WHEREAS, on September 24, 2015, each of the Defendants filed an Answer to the Complaint;

WHEREAS, the Parties agreed to mediate pursuant to the Court's Alternative Dispute Resolution program;

WHEREAS, the Parties participated in mediation on January 13, 2016, and then again January 27, 2016;

WHEREAS, the Parties desire to avoid the distraction and expense of continuing to pursue and defend this action and on February 4, 2016, executed a settlement agreement (the "Settlement Agreement");

NOW THEREFORE, IT IS HEREBY STIPULATED by and between the Parties, through their respective designated counsel, that (i) the above-captioned action should be dismissed without prejudice as to Prodigy (ii) the Parties shall bear their own attorney's fees, expenses and costs; and (iii) the Court shall retain jurisdiction over this matter to enforce the terms of the Settlement Agreement.

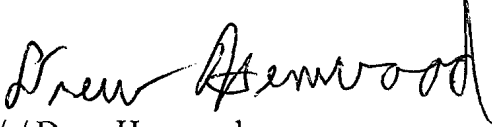
IT IS SO STIPULATED AND AGREED.

Dated: February 29, 2016

/s/ Jessica Taran

*Counsel for plaintiff, Prodigy Impex Ltd.*

Dated: February 29, 2016

  
/s/ Drew Henwood

*Counsel for defendants, Alexander Goryachev  
and Amazonbay LLC*

**FILER'S ATTESTATION**

Pursuant to Civil L.R. 5-1(i)(3), regarding signatures, I, JESSICA TARAN, attest that concurrence in the filing of this document has been obtained.

Dated: February 29, 2016

/s/ Jessica Taran

**CERTIFICATE OF SERVICE**

I certify that counsel of record is being served on February 29, 2016, with a copy of this document via the Court's CM/ECF system.

/s/ Jessica Taran

~~PROPOSED~~ ORDER

The Court having considered the stipulation of the parties, and good cause appearing therefor, orders as follows:

1. The action is dismissed without prejudice as against plaintiff Prodigy Impex Ltd. pursuant to FRCP 41(a)(1)(A)(ii).
2. Each party shall bear their own costs and attorneys' fees.
3. The Court shall retain jurisdiction over this matter to enforce the terms of the Settlement Agreement executed on February 4, 2016.

IT IS SO ORDERED.

IT IS SO ORDERED.

Dated: February 29, 2016

